

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W38XGR-6080-0503		PAGE 1 OF 25	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W912EQ-06-T-0008	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CELESTINE G EVANS				b. TELEPHONE NUMBER (No Collect Calls) (901) 544-3184	
9. ISSUED BY US ARMY ENGINEER DISTRICT, MEMPHIS 167 N MAIN STREET B202 MEMPHIS TN 38103-1894		CODE W912EQ		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 238320 SIZE STANDARD:\$12.0M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
TEL:		12. DISCOUNT TERMS				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
FAX:		13b. RATING				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR TEL.		CODE		18a. PAYMENT WILL BE MADE BY CODE			
		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
				TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 25	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT(<i>Location</i>)			
			42c. DATE REC'D (<i>YY/MM/DD</i>)		42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	HIRE CONTRACTOR TO PROVIDE ALL LABOR FFP HIRE CONTRACTOR TO PROVIDE ALL LABOR AND MATERIALS TO SANDBLAST AND PAINT THE M/V OZARK ACCORDING TO THE SPECIFICATIONS TO FOLLOW IN AN EMAIL TO MS. SWEENEY --- Project No.: 132485 PURCHASE REQUEST NUMBER: W38XGR-6080-0503	1	Lump Sum		

 NET AMT

FOB: Destination

STATEMENT OF WORK

M/V OZARK
Sandblasting/Painting

SPECIFICATIONS

Work to be performed is sandblasting, mechanical cleaning, and painting of the tow boat M/V Ozark. The vessel is approximately 46 ft. long and 16 ft. wide and has a 5 ft. draft. The vessel will be dry-docked at Ensley Engineer Yard, 2915 Riverport Road, Memphis, TN 38109 and available for contractor inspection approximately 09 May 2006. All work is to be performed at this location and completed by 23 June 2006.

Normal business hours at Ensley Engineer Yard are 0630-1700 Monday through Thursday. Contractor hours may be adjusted by coordinating with the Shops Unit Supervisor and Security Personnel. Point of contact will be Dwight Alston, 901-544-0976 or cell number 901-831-2547.

GENERAL NOTES
SAFETY REQUIREMENTS

1. Contractors are required to adhere to Corps of Engineers safety policies. Safety information can be obtained from Edward McNamara, Safety Officer, at 901-544-3601.
 - a. ACCIDENT PREVENTION PROGRAM: Prior to work commencement, the contractor's site-specific accident prevention plan is to be reviewed and found acceptable by the designated Government personnel. The US Army Corps of Engineers, Safety and Health Requirements Manual, EM 385-1-1, 3 November 2004, Appendix A provides a Minimum Basic Outline for Accident Prevention Plan for accident prevention plans.

- b. ACCIDENT INVESTIGATIONS AND REPORTING: Report all accidents immediately to the Contracting Officer. Additionally, the contractor shall thoroughly investigate the accident and submit the findings of the investigation along with appropriate corrective actions to the contracting Officer on ENG Form 3394 as soon as possible but no later than two [2] working days following the accident. Implement corrective actions as soon as reasonably possible.
 - c. SUPERVISOR'S RESPONSIBILITIES: For job related injuries which require medical treatment, a supervisor of the injured employee shall accompany the injured employee to the medical treatment facility and explain the employee's regular duties and the availability of "Light Duty" so the injured employee can return to work as soon as medically possible.
 - d. MACHINERY AND MECHANIZED EQUIPMENT: All equipment shall be inspected prior to use on this contract. All equipment shall be re-inspected prior to use any time it is removed and subsequently returned to the contract site for use. Documentation of equipment inspections shall be made available to the Contracting Officer upon request. All equipment shall be properly guarded.
 - e. FIRST-AID/CPR REQUIREMENTS. Two employees shall be certified in CPR and first-aid per shift/per site.
2. Contractor is to provide all labor and material for the entire scope of work. No government equipment will be available for contractor use. CONTRACTOR IS TO PROVIDE AT LEAST ONE ON SITE SUPERVISOR FOR THE DURATION OF THE PROJECT.
 3. The contractor will be responsible for damages and repairs to any Corps of Engineers equipment associated with the project. At project completion the Contractor and the Dock-master [Sidney Parker 785-6059] will make a joint visual inspection of the project location and needed repairs will be noted and made immediately.
 4. Contractor will be responsible for containment and disposal of all waste generated during the project. No waste of any kind is to enter the lake. WEEKLY CLEAN-UP IS REQUIRED. ALL WASTE MATERIALS ARE TO BE CLEANED UP WEEKLY ON A DAY AGREED UPON BY THE CONTRACTOR AND THE CORPS OF ENGINEERS REPRESENTATIVE. WASTE MAY BE REMOVED FROM THE SITE AT JOB COMPLETION.
 5. The vessel will be moved 1 [one] time at government expense to allow completion of sandblasting and painting. Expense of additional moves will be borne by the contractor.
 6. All areas and equipment not requiring painting will be totally protected from blast media and over sprays. All electrical and mechanical equipment on the deck is to be sealed prior to sandblasting. One 18 inch Nabrico manhole in the fore-peak will be sealed by the government prior to sandblasting.
 7. Contractor must contact Gerald Townsell or Sidney Porter at 901-785-6058 to arrange for placement of contractor equipment.
 8. All contractor equipment will be removed immediately from government property at job completion.

SANDBLASTING HULL EXTERIOR AND UNDERWATER APPENDAGES

Protect all grid coolers, sea chest openings and anodes from blasting and painting and cap and or plug all through hull openings. Sand sweep all areas where black hull paint is intact. Any area with exposed metal is to be blasted to near white metal. Sand sweep or blast the hull from the main deck weld on the rub rails down the freeboard and including appendages; steering and flanking rudders, struts, stern tube, push knees, cooler gratings, aft bulwark and bow splash shield. Clean all surfaces with compatible thinner wipe down and paint with the system listed below.

All areas of the vessel subject to damage from sandblasting or dust accumulation are to be sealed prior to sandblasting. No blast media is allowed in the vessel or any equipment mounted on the vessel. All glass is to be covered and 100% protected from blast media and over-sprays. No sandblasting is to take place until the Corps of Engineers representative has approved the preventative measures for blast and paint over-spray.

1. HULL/SIDES PAINTING

The coating system shall be composed of the following coating types and dry film thickness: This coating system is required because it is the existing coating. Substitutes will not be allowed.

- a. Base Coat [self-priming---] Jotun Marathon GF Black Epoxy, Flake reinforced 1:1 mix, 12 MIL DFT
- b. Tie Coat [2nd coat] Safeguard Universal ES Grey, 4 MIL DFT
- c. Anti-Fouling Coating----Jotun Valspar HYDROCLEAN 60A Black. 4 MIL DFT on bottom of 6 ft. draft marks down. 84J5 Penguard Top Coat Gloss Black from bottom of 6 ft draft marks up freeboard to top of rub rail. 84T7 curing agent. 1:1 mix, 4 MIL DFT
- d. Urethane Top Coat---Valspar V40/95 series. [HULL MARKINGS] White/27880. 4 MIL DFT

The number of coats is not specified. The contractor is required to provide the number of coats necessary to attain the dry film thickness required, i.e., on the black hull painted surface after sweep blasting, apply 4 mils dft of universal grey tie coat then 4 mils of the anti-foulant coat. If areas have been blasted to near white metal, apply the appropriate base, universal tie coat, and anti-foulant coats at the required dft's. Thickness applied per coat shall not exceed the manufacturer's recommended maximum thickness per coat.

2. SUPERSTRUCTURE & APPENDAGES EXTERIOR PAINTING

The term superstructure and appendages refers to the application of paint on the exterior of decks, stacks, superstructure bulkheads, handrails, boat davit, coamings, bulwarks, deck and face winches, safety chains, a/c units and mounting brackets, masts, sunscreen and miscellaneous brackets and stanchions on the exterior of the tow- boat. Basically, the entire vessel. All areas that have failed or loose paint are to be prepared by mechanical means. Chipping, grinding, sanding etc., and then feathering.

Remove non-skid areas that are blistered, rusted, deteriorated or disturbed by other work by dado section areas. Prepare the surface by grinding then paint as scheduled.

COLOR SCHEDULE: The following is a list of colors, their applicable areas, and the minimum mil's dft. Except for the deck, all paints in this section are enamels and will use a universal primer. The deck is epoxy and will be re-painted with epoxy. One manhole cover will be painted top and underside with the applicable paints for the area.

DECK AREAS	COLOR/FS595 NUMBER	
Universal primer as needed	Not Specified	8 mils dft
Deck under and top coat.	Deck Red/10076	8 mils dft
Non-skid garnet [mesh size to match existing] shall be added to the second to last coat over all deck areas. Deck areas shall receive a final 4-mil top coat for color.		
Deck fittings	Black/17038	12 mils dft
Deck fittings trim	Yellow/13655	12 mils dft
Handrails/Stair Rails	Aluminum/17178	6 mils dft
Winches	Black Gloss/17038	8 mils dft
Mast	"	
Davit	"	
Towknee	"	
Deckhouse Exterior Base Coat	Old Ivory/13695 as needed	4 mils dft
Deckhouse Exterior Top Coat	Old Ivory/13695	4 mils dft
Deckhouse Dado	Gray/16473	4 mils dft
Stacks	Black Gloss/17038	8 mils dft
	Red Gloss/11136	8 mils dft
	Aluminum/17178	8 mils dft
Pilot House Top Base & Top	Red/11136	12 mils dft

Exterior Deck Coamings	Red/11136	8 mils dft	
Steering Quadrants	Gray/16473	8 mils dft	
Wheelhouse sunscreen [underside]		4 mils dft	and Nav
Lt screens	Satan [Flat] Black		
Radar, Mast, Lt Stand	White Gloss	8 mils dft	

FOREPEAK VOID/LAZERETTE/BILGES/DECK PLATES

The forepeak void, lazerette, and engine room bilges will be prepared by mechanical preparation, priming, and painting with the following system:

- a. Mechanical preparation, chipping, grinding, sanding.
- b. Thinner wipe down of entire area to be painted. NO SMOKING OR OPEN FLAMES WILL BE ALLOWED WITHIN 50 FEET WHILE THE THINNER WIPE DOWN IS BEING DONE. THE CONTRACTOR SUPERVISOR WILL BE RESPONSIBLE TO ENSURE THIS SAFETY PRECAUTION IS FOLLOWED.
- c. Epoxy primer, red in color, 8 mil dft applied to all prepared areas.
- d. Epoxy barrier coat gray 16473, 4 mil dft.
- e. Deck plate under sides are to be prepped and painted and after reinstallation by government personnel the contractor will paint the top side with the same epoxy gray coating as the bilges.

3. GENERAL NOTES FOR APPLICATION OF MATERIALS

- a. Manufacturer's instructions for application, curing and drying time between coats shall be followed. Painting practices shall comply with applicable federal, state, and local laws enacted to ensure compliance with Federal Clean Air Standards.
- b. Paints that have exceeded the closed shelf life or pot life recommended by the manufacturer shall not be used.
- c. At the time of application paint shall show no signs of deterioration. Paint that has deteriorated in any manner shall not be used and shall be removed from the site.
- d. Within 8 [eight] hours after cleaning and prior to the deposition of any detectable moisture, contaminants, or corrosion, all surfaces blast cleaned to SSPC SP 10 shall be cleaned of dust and abrasive particle by brush, vacuum cleaner, and /or blown down with clean, dry, compressed air, and given the first coat of paint.
- e. Paint may be applied by spray, roller, or brush. However, any area subject to over-sprays must be fully protected. No over-spray will be tolerated.
- f. Painting in the vicinity of mechanical or electrical equipment shall be applied by brush if there is a possibility of over-sprays on critical components. All equipment, deck, and bulkhead fixtures must be fully protected.
- g. Uniform suspension of pigments shall be maintained during application. Each coat of paint shall be applied so dry film shall be of uniform thickness and free from holidays, bubbles, blisters, laps, excessive or unsightly brush marks, runs, drops, ridges, waves, pinholes, or other voids, and variations in color, texture, and finish. Special attention shall be given to ensure that all edges, corners, crevices, seams, junctions of joining members, interior angles, corrosion pits, welds, bolts, rivets, and similar surface irregularities receive a film thickness equal to that of adjacent painted surfaces.
- h. All coats of all painted surfaces shall be unscarred and completely integral at the time of application of succeeding coats.
- i. All painting shall be accomplished before launching the vessel. The vessel shall not be launched before inspection and acceptance by the government.

4. FINAL INSPECTION

All painting shall be jointly inspected by the Contractor and the Contracting Officer's Representative. Any defects or damage in the coating system shall be repaired by the Contractor as necessary before acceptance by the government. The Contractor shall warranty the coating system for one calendar year, commencing at final inspection. The Contractor shall repair any coating failures during this time period at his cost.

CLAUSES INCORPORATED BY FULL TEXT

52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

15% Percent increase

15% Percent decrease

This increase or decrease shall apply to this Purchase Order only.

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (SEP 2005)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Removed].

X (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).

X (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

X (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (JAN 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

____ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the

settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the

insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2006)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

____ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

____ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

____ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

_____ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).).

_____ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

_____ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

_____ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

_____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

_____ 252.225-7021 Trade Agreements (FEB 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

_____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

_____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

_____ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (----- Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

_____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

_____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

_____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

_____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

X 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

_____ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

_____ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

X 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (_____ Alternate I) (MAR 2000) (_____ Alternate II) (MAR 2000) X Alternate III (May 2002).

_____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

WAGE DETERMINATIONS

94-2495 TN, MEMPHIS

WAGE DETERMINATION NO: 94-2495 REV (29) AREA: TN, MEMPHIS

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2496

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

William W. Gross	Division of	Wage Determination No.: 1994-2495
Director	Wage Determinations	Revision No.: 29
		Date Of Revision: 05/23/2005

States: Arkansas, Kentucky, Mississippi, Tennessee

Area: Arkansas Counties of Craighead, Crittenden, Cross, Lee, Mississippi, Poinsett, St Francis

Kentucky Counties of Ballard, Calloway, Carlisle, Fulton, Graves, Hickman, Marshall, McCracken

Mississippi Counties of Benton, De Soto, Marshall, Tippah

Tennessee Counties of Benton, Carroll, Chester, Crockett, Decatur, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Lake, Lauderdale, Madison, McNairy, Obion, Shelby, Tipton, Weakley

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.84
01012 - Accounting Clerk II	11.94
01013 - Accounting Clerk III	13.41
01014 - Accounting Clerk IV	14.87
01030 - Court Reporter	16.54
01050 - Dispatcher, Motor Vehicle	15.13
01060 - Document Preparation Clerk	11.52
01070 - Messenger (Courier)	9.64
01090 - Duplicating Machine Operator	11.38

01110 - Film/Tape Librarian	12.11
01115 - General Clerk I	9.19
01116 - General Clerk II	10.28
01117 - General Clerk III	11.81
01118 - General Clerk IV	13.96
01120 - Housing Referral Assistant	19.00
01131 - Key Entry Operator I	10.73
01132 - Key Entry Operator II	11.38
01191 - Order Clerk I	10.73
01192 - Order Clerk II	13.16
01261 - Personnel Assistant (Employment) I	12.00
01262 - Personnel Assistant (Employment) II	14.18
01263 - Personnel Assistant (Employment) III	15.94
01264 - Personnel Assistant (Employment) IV	16.91
01270 - Production Control Clerk	14.59
01290 - Rental Clerk	13.69
01300 - Scheduler, Maintenance	13.69
01311 - Secretary I	14.74
01312 - Secretary II	16.64
01313 - Secretary III	19.51
01314 - Secretary IV	21.69
01315 - Secretary V	24.01
01320 - Service Order Dispatcher	13.69
01341 - Stenographer I	12.38
01342 - Stenographer II	14.56
01400 - Supply Technician	15.47
01420 - Survey Worker (Interviewer)	16.54
01460 - Switchboard Operator-Receptionist	11.38
01510 - Test Examiner	16.54
01520 - Test Proctor	16.54
01531 - Travel Clerk I	11.15
01532 - Travel Clerk II	11.87
01533 - Travel Clerk III	12.78
01611 - Word Processor I	12.01
01612 - Word Processor II	13.87
01613 - Word Processor III	16.54
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.49
03041 - Computer Operator I	13.64
03042 - Computer Operator II	16.28
03043 - Computer Operator III	18.88
03044 - Computer Operator IV	20.99
03045 - Computer Operator V	23.23
03071 - Computer Programmer I (1)	17.92
03072 - Computer Programmer II (1)	23.68
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	25.85
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.64
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	19.00
05010 - Automotive Glass Installer	14.13
05040 - Automotive Worker	14.16
05070 - Electrician, Automotive	15.82
05100 - Mobile Equipment Servicer	12.40
05130 - Motor Equipment Metal Mechanic	15.82
05160 - Motor Equipment Metal Worker	14.16
05190 - Motor Vehicle Mechanic	15.82

05220 - Motor Vehicle Mechanic Helper	11.49
05250 - Motor Vehicle Upholstery Worker	14.16
05280 - Motor Vehicle Wrecker	14.16
05310 - Painter, Automotive	15.00
05340 - Radiator Repair Specialist	14.16
05370 - Tire Repairer	11.65
05400 - Transmission Repair Specialist	15.62
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.43
07010 - Baker	10.68
07041 - Cook I	8.94
07042 - Cook II	10.50
07070 - Dishwasher	7.43
07130 - Meat Cutter	13.65
07250 - Waiter/Waitress	7.44
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	15.48
09040 - Furniture Handler	10.26
09070 - Furniture Refinisher	15.48
09100 - Furniture Refinisher Helper	11.91
09110 - Furniture Repairer, Minor	13.71
09130 - Upholsterer	15.94
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.63
11060 - Elevator Operator	9.13
11090 - Gardener	12.62
11121 - House Keeping Aid I	7.42
11122 - House Keeping Aid II	8.37
11150 - Janitor	9.56
11210 - Laborer, Grounds Maintenance	10.13
11240 - Maid or Houseman	7.56
11270 - Pest Controller	12.35
11300 - Refuse Collector	11.40
11330 - Tractor Operator	12.66
11360 - Window Cleaner	9.90
12000 - Health Occupations	
12020 - Dental Assistant	14.14
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.10
12071 - Licensed Practical Nurse I	12.17
12072 - Licensed Practical Nurse II	13.64
12073 - Licensed Practical Nurse III	15.26
12100 - Medical Assistant	11.53
12130 - Medical Laboratory Technician	13.73
12160 - Medical Record Clerk	11.24
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.38
12222 - Nursing Assistant II	9.43
12223 - Nursing Assistant III	10.34
12224 - Nursing Assistant IV	11.60
12250 - Pharmacy Technician	12.48
12280 - Phlebotomist	11.95
12311 - Registered Nurse I	18.96
12312 - Registered Nurse II	22.34
12313 - Registered Nurse II, Specialist	22.34
12314 - Registered Nurse III	27.02
12315 - Registered Nurse III, Anesthetist	27.02
12316 - Registered Nurse IV	32.38
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.52
13011 - Exhibits Specialist I	16.04

13012 - Exhibits Specialist II	18.80
13013 - Exhibits Specialist III	22.99
13041 - Illustrator I	16.04
13042 - Illustrator II	18.80
13043 - Illustrator III	22.99
13047 - Librarian	20.51
13050 - Library Technician	10.80
13071 - Photographer I	13.61
13072 - Photographer II	16.55
13073 - Photographer III	19.17
13074 - Photographer IV	21.25
13075 - Photographer V	24.04
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.03
15030 - Counter Attendant	8.03
15040 - Dry Cleaner	10.45
15070 - Finisher, Flatwork, Machine	8.03
15090 - Presser, Hand	8.03
15100 - Presser, Machine, Drycleaning	8.03
15130 - Presser, Machine, Shirts	8.03
15160 - Presser, Machine, Wearing Apparel, Laundry	8.03
15190 - Sewing Machine Operator	11.18
15220 - Tailor	11.90
15250 - Washer, Machine	8.88
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	15.48
19040 - Tool and Die Maker	18.95
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.18
21020 - Material Coordinator	16.82
21030 - Material Expediter	16.82
21040 - Material Handling Laborer	11.33
21050 - Order Filler	10.36
21071 - Forklift Operator	13.10
21080 - Production Line Worker (Food Processing)	13.10
21100 - Shipping/Receiving Clerk	11.59
21130 - Shipping Packer	11.59
21140 - Store Worker I	9.16
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.97
21210 - Tools and Parts Attendant	13.35
21400 - Warehouse Specialist	13.35
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.81
23040 - Aircraft Mechanic Helper	12.90
23050 - Aircraft Quality Control Inspector	18.61
23060 - Aircraft Servicer	14.85
23070 - Aircraft Worker	15.82
23100 - Appliance Mechanic	16.90
23120 - Bicycle Repairer	11.39
23125 - Cable Splicer	18.99
23130 - Carpenter, Maintenance	16.39
23140 - Carpet Layer	15.79
23160 - Electrician, Maintenance	18.62
23181 - Electronics Technician, Maintenance I	17.16
23182 - Electronics Technician, Maintenance II	22.01
23183 - Electronics Technician, Maintenance III	23.80
23260 - Fabric Worker	14.68
23290 - Fire Alarm System Mechanic	17.46
23310 - Fire Extinguisher Repairer	13.56
23340 - Fuel Distribution System Mechanic	18.00

23370 - General Maintenance Worker	15.36
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.82
23430 - Heavy Equipment Mechanic	16.82
23440 - Heavy Equipment Operator	16.36
23460 - Instrument Mechanic	17.99
23470 - Laborer	11.33
23500 - Locksmith	16.90
23530 - Machinery Maintenance Mechanic	20.41
23550 - Machinist, Maintenance	18.35
23580 - Maintenance Trades Helper	12.25
23640 - Millwright	18.65
23700 - Office Appliance Repairer	16.90
23740 - Painter, Aircraft	18.73
23760 - Painter, Maintenance	15.48
23790 - Pipefitter, Maintenance	18.78
23800 - Plumber, Maintenance	17.99
23820 - Pneudraulic Systems Mechanic	17.99
23850 - Rigger	17.99
23870 - Scale Mechanic	15.79
23890 - Sheet-Metal Worker, Maintenance	17.37
23910 - Small Engine Mechanic	14.60
23930 - Telecommunication Mechanic I	18.96
23931 - Telecommunication Mechanic II	19.99
23950 - Telephone Lineman	18.96
23960 - Welder, Combination, Maintenance	16.36
23965 - Well Driller	17.99
23970 - Woodcraft Worker	17.99
23980 - Woodworker	13.76
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.60
24580 - Child Care Center Clerk	13.33
24600 - Chore Aid	7.60
24630 - Homemaker	15.70
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	18.47
25040 - Sewage Plant Operator	16.76
25070 - Stationary Engineer	18.47
25190 - Ventilation Equipment Tender	12.80
25210 - Water Treatment Plant Operator	16.76
27000 - Protective Service Occupations	
(not set) - Police Officer	21.51
27004 - Alarm Monitor	9.77
27006 - Corrections Officer	15.25
27010 - Court Security Officer	17.33
27040 - Detention Officer	15.37
27070 - Firefighter	15.25
27101 - Guard I	9.55
27102 - Guard II	11.23
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.14
28020 - Hatch Tender	16.14
28030 - Line Handler	16.14
28040 - Stevedore I	15.30
28050 - Stevedore II	17.28
29000 - Technical Occupations	
21150 - Graphic Artist	18.91
29010 - Air Traffic Control Specialist, Center (2)	31.49
29011 - Air Traffic Control Specialist, Station (2)	21.71
29012 - Air Traffic Control Specialist, Terminal (2)	23.30
29023 - Archeological Technician I	15.79

29024 - Archeological Technician II	17.66
29025 - Archeological Technician III	21.87
29030 - Cartographic Technician	21.88
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.85
29040 - Civil Engineering Technician	18.51
29061 - Drafter I	13.89
29062 - Drafter II	15.52
29063 - Drafter III	18.67
29064 - Drafter IV	21.88
29081 - Engineering Technician I	16.18
29082 - Engineering Technician II	16.24
29083 - Engineering Technician III	19.76
29084 - Engineering Technician IV	22.89
29085 - Engineering Technician V	25.36
29086 - Engineering Technician VI	28.69
29090 - Environmental Technician	19.74
29100 - Flight Simulator/Instructor (Pilot)	30.38
29160 - Instructor	24.22
29210 - Laboratory Technician	18.29
29240 - Mathematical Technician	21.88
29361 - Paralegal/Legal Assistant I	18.81
29362 - Paralegal/Legal Assistant II	22.31
29363 - Paralegal/Legal Assistant III	27.20
29364 - Paralegal/Legal Assistant IV	33.01
29390 - Photooptics Technician	21.88
29480 - Technical Writer	24.92
29491 - Unexploded Ordnance (UXO) Technician I	20.02
29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	19.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.72
29622 - Weather Observer, Upper Air (3)	14.72
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16.73
31260 - Parking and Lot Attendant	7.83
31290 - Shuttle Bus Driver	13.20
31300 - Taxi Driver	9.34
31361 - Truckdriver, Light Truck	13.20
31362 - Truckdriver, Medium Truck	13.68
31363 - Truckdriver, Heavy Truck	16.38
31364 - Truckdriver, Tractor-Trailer	16.38
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.87
99030 - Cashier	8.20
99041 - Carnival Equipment Operator	10.24
99042 - Carnival Equipment Repairer	11.04
99043 - Carnival Worker	7.87
99050 - Desk Clerk	8.74
99095 - Embalmer	18.23
99300 - Lifeguard	10.53
99310 - Mortician	18.23
99350 - Park Attendant (Aide)	13.51
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.67
99500 - Recreation Specialist	10.18
99510 - Recycling Worker	12.89
99610 - Sales Clerk	11.81
99620 - School Crossing Guard (Crosswalk Attendant)	9.83
99630 - Sport Official	10.52

99658 - Survey Party Chief (Chief of Party)	16.18
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.52
99660 - Surveying Aide	10.60
99690 - Swimming Pool Operator	9.58
99720 - Vending Machine Attendant	9.93
99730 - Vending Machine Repairer	12.35
99740 - Vending Machine Repairer Helper	9.83

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that

represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

INSURANCE**28.307-2 -- Liability.**

(a) *Workers' compensation and employer's liability.* Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (See [28.305\(c\)](#) for treatment of contracts subject to the Defense Base Act.)

(b) *General liability.*

(1) The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(2) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(c) *Automobile liability.* The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) *Aircraft public and passenger liability.* When aircraft are used in connection with performing the contract, the contracting officer shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(e) *Vessel liability.* When contract performance involves use of vessels, the contracting officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.